

**REMARKS**

The Final Office Action dated July 27, 2004, has been received and carefully considered. It is believed that the following remarks place the application in immediate condition for allowance. Accordingly, favorable consideration of the application is respectfully requested.

I. **THE OBVIOUSNESS REJECTION OF CLAIMS 1-25**

On page 2 of the Office Action, claims 1-25 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Reifer (U.S. Patent No. 6,421,727) in view of Ginter (U.S. Patent No. 6,658,568). This rejection is hereby respectfully traversed.

As stated in MPEP § 2143, to establish a prima facie case of obviousness, three basic criteria must be met. First, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Second, there must be a reasonable expectation of success. Finally, the prior art reference (or references when combined) must teach or suggest all the claim limitations. The teaching or suggestion to make the claimed combination and the reasonable expectation of success must both be found in the prior art, not in applicant's disclosure. In re Vaeck, 947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991).

Regarding claim 1, the Examiner asserts that "Reifer discloses a method of utilizing a computer network based receivable clearinghouse for facilitating a transaction involving a receivable and corresponding invoice having payable and receivable information, the method comprising the steps of receiving data comprising the invoice with the payable and the receivable information from a first participant involved in the transaction; storing the receivable information in the receivable clearinghouse (see column 1-5, line 5-65)."

The Examiner asserts that “Reifer fails to teach generating electronic invoice information in response to the invoice received from the first participant; transmitting the electronic invoice information on behalf of the first participant to a second participant, the electronic invoice including one or more payment terms wherein one term requires payment of the receivable be sent to the receivable clearinghouse; receiving a payment from the second participant; recording receipt of the payment in the receivable clearinghouse; and crediting the receipt of the payment to the first participant.”

The Examiner further asserts that “Ginter teaches an automated clearinghouse system for performing various functions within an electronic commerce system having a plurality of participants of buyers, sellers and banks.” The Examiner also asserts that “Ginter further teaches ‘Financial clearinghouse 200 may receive payment information 202 from protected processing environment 154 intense secure containers 152 and interact electronically or otherwise with various banking, credit card or other financial institutions to ensure that appropriate payment is made.’ See column 27, lines 37-65.” Furthermore, the Examiner asserts that “Ginter further teaches providing extended additional credit to participants on behalf of another participant. See column 38, lines 5-20; column 42, lines 55-67 and column 44, lines 35-48 of Ginter.” The Examiner submits that “it would have been obvious to one of ordinary skill in the art at the time the invention was made to modify the teachings of Reifer to include Ginter in order to administer clearing functions across or within an electronic network and clearing rules.”

However, Applicant respectfully submits that neither Reifer nor Ginter teach or suggest the recitations of claim 1. For example, Reifer does not teach or suggest “receiving data comprising the invoice with the payable and the receivable information from a first participant involved in the transaction; [and] storing the receivable information in the receivable

clearinghouse,” as expressly recited in claim 1. Rather, Reifer merely discloses a method and system for providing service activation capability from Service Providers to end customers in a global Iridium type telecommunications system. *See*, Abstract (emphasis added). Applicant respectfully submits that the “payment and settlement processing” disclosed in Reifer corresponds to the access or use of Iridium networks, and not to the clearinghouse features and functionality recited in claim 1. For example, Reifer does not teach or suggest any form of “invoice” containing “payable and the receivable information from a first participant involved in [a] transaction.” Furthermore, Reifer does not teach or suggest “storing the receivable information in the receivable clearinghouse.”

In fact, Applicant respectfully submits that Reifer is not analogous art to the claimed systems and methods. The inventive method disclosed in Reifer “includes the steps of utilizing a browser to download a program and executing the program to provide for service provisioning” and the steps of providing service activation, suspension, reactivation and deactivation. *See, e.g.*, Reifer Abstract. The claimed systems and methods, on the other hand, relate to systems and methods for reconciliation of payable and receivable information, settlement of trade obligations, the financing of receivables, and trading of account receivables and derivations, and thus are wholly distinguishable from the telecommunications networks disclosed by Reifer.

Ginter is similarly deficient. For example, Ginter does not teach or suggest the step of “generating electronic invoice information in response to the invoice received from the first participant,” and “transmitting the electronic invoice information on behalf of the first participant to a second participant, the electronic invoice including one or more payment terms wherein one term requires payment of the receivable be sent to the receivable clearinghouse.” The excerpts from Ginter cited by the Examiner as purportedly teaching these features merely state that the

clearinghouse disclosed by Ginter may: (1) interact with various banking, credit card or other financial institutions to ensure that appropriate payment is made, and (2) provide extended additional credit to participants on behalf of another participant. Applicant respectfully submits, however, that such disclosure does not teach or suggest “generating electronic invoice information in response to the invoice received from the first participant,” or “transmitting the electronic invoice information on behalf of the first participant to a second participant, the electronic invoice including one or more payment terms wherein one term requires payment of the receivable be sent to the receivable clearinghouse,” as expressly recited in claim 1.

Further, Applicant respectfully submits that the Examiner has not met his burden to set forth a proper obviousness rejection. For example, Reifer’s internetworking system and method for a global telecommunications network would not benefit from incorporating Ginter’s trusted infrastructure support system, methods and techniques for secure electronic commerce transaction and rights management. Indeed, Applicant respectfully submits that the Examiner’s cited motivation to combine the Reifer and Ginter references comes from viewing the pending claims, rather than from any proper source or basis. In view of the above remarks, therefore, Applicant respectfully requests that the pending obviousness rejection of claim 1 be withdrawn.

Applicant respectfully submits that Reifer and Ginter are similarly deficient in connection with the remaining independent claims 14, 19, 20, and 25 for at least the reasons set forth above. Accordingly, Applicant respectfully requests that the pending rejection of claims 14, 19, 20, and 25 be withdrawn.

Claims 2-13, 15-18, and 21-24 are dependent upon independent claim 1, 14, 19 or 20. Thus, since independent claims 1, 14, 19 and 20 should be allowable as discussed above, claims 2-13, 15-18, and 21-24 should also be allowable at least by virtue of their dependency on

independent claim 1, 14, 19 or 20. Moreover, these claims recite additional features which are not claimed, disclosed, or even suggested by the cited references taken either alone or in combination. For example, claim 3 further recites the steps of receiving a confirmation acceptance from the second participant in response to the confirmation offer from the first participant; recording the confirmation acceptance from the first participant in the receivable clearinghouse; modifying the one or more payment terms of the receivable in response to the confirmation acceptance; and forwarding the confirmation acceptance to the first participant to modify terms of the receivable. Applicant respectfully submits that neither Reifer nor Ginter -- alone or in combination -- teach or suggest such a feature or functionality. The specific portions of Reifer and Ginter cited by the Examiner do not remotely teach or suggest the above detailed recitations of claim 3.

In view of the foregoing, it is respectfully requested that the aforementioned obviousness rejection of claims 1-25 be withdrawn.

## II. CONCLUSION

In view of the foregoing, it is respectfully submitted that the present application is in condition for allowance, and an early indication of the same is courteously solicited. The Examiner is respectfully requested to contact the undersigned by telephone at the below listed telephone number, in order to expedite resolution of any issues and to expedite passage of the present application to issue, if any comments, questions, or suggestions arise in connection with the present application.

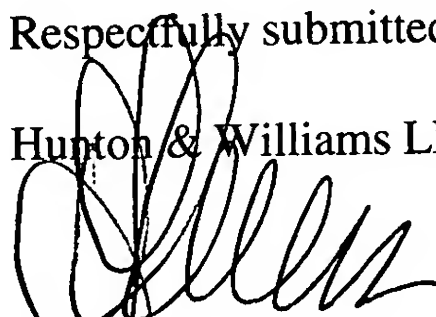
To the extent necessary, a petition for an extension of time under 37 CFR § 1.136 is hereby made.

Please charge any shortage in fees due in connection with the filing of this paper,  
including extension of time fees, to Deposit Account No. 50-0206, and please credit any excess  
fees to the same deposit account.

Respectfully submitted,

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